

EXHIBIT E

PROMISSORY NOTE

Date: 03/10/2023

Borrower Information:

Name: Mark A. Sawyer

Street Address: 1905 Otoole Way San Jose, Ca. 95131

Area code/Telephone Number: 408-943-4911

Lender Information:

Name: Sonia Feldman

Street Address: 27 Holopuni Rd., Kula, Hawaii 96790

Area code/Telephone Number: 720-219-7757

Payment check made payable to: Sonia Feldman

Social Security Number: xxx-xx-xxxx

Loan Information:

Principal Loan Amount: \$2,533,869.49

Loan Period: 90 days

Payment due date: 06/10/2023

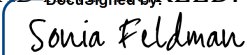
Total Due on Payment Due Date: \$2,812,595.14

Terms:

1. For value received, Mark A. Sawyer promises to Sonia Feldman, a lump sum payment of \$2,812,595.14 as specified below.
2. On or before 06/10/2023 and without further notice, demand, or invoice from Feldman, Sawyer shall pay Feldman the fixed sum of \$2,812,595.14 (Two Million Eight Hundred Twelve Thousand Five Hundred Ninety-Five Dollars and Fourteen cents)
3. Partial Payments, if any, will be applied to principal.
4. Any portion of the \$2,812,595.14 not paid in full by 06/10/2023 shall accrue late charges at the rate of 10% per annum until paid.

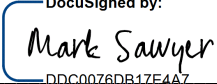
5. In the event any interest charges or fees paid on this Promissory Note is deemed to be in excess of the then legal maximum rate, then that portion of the interest payment representing an amount in excess of the then legal maximum rate shall be deemed a payment of principal and applied against the principal of this Promissory Note.
6. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in Santa Clara County and shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
7. In any court action at law or equity that is brought by one of the parties to this Promissory Note to enforce or interpret the provisions thereof, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.
8. Sawyer shall defend, indemnify and hold harmless Feldman from any and all claims, demands, damages, costs, expenses, judgements, attorney fees, liabilities or other losses (hereafter, collectively "claims") that may be asserted by any person or entity, and that arise out of, pertain to, or relate to this Promissory Note.
9. The preceding paragraph applies to any and all such claims, regardless of the nature of the claim or theory of recovery. For purposes of indemnification as referred to herein, "Feldman" shall include Sonia Feldman, and/or her trustees, agents, employees, subcontractors, or other independent contractors hired by or working under Feldman.
10. The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion.

READ AND AGREE:

By 
Sonia Feldman

3/13/2023

Date: _____

By 
Mark Sawyer

Date: 3/20/2023